

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
18-CA-141861

Date Filed
December 1, 2014

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer QPS Employment Services		b. Tel. No. 920-769-1000
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 824 Washington St Manitowoc, WI	e. Employer Representative (b) (6), (b) (7)(C) (last name unknown)	g. e-Mail
		h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) Temp agency	j. Identify principal product or service Temporary employment	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about (b) (6), (b) (7)(C) 2014, the above-named employer discriminated against its employee, (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) for engaging in protected concerted activity.

RECEIVED
NLRB
MILWAUKEE, WI
DEC - 1 AM 10:31
REGION 30

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No. (b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), an individual

(ge)

(Printtype name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address (b) (6), (b) (7)(C)

(X) 11/25/14
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30
310 W Wisconsin Ave Ste 450W
Milwaukee, WI 53203-2246

Agency Website: www.nlrb.gov
Telephone: (414)297-3861
Fax: (414)297-3880



Download
NLRB
Mobile App

December 1, 2014

QPS Employment Services
824 Washington Street
Manitowoc, WI 54220-4537

Re: QPS Employment Services
Case 18-CA-141861

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney RENEE M. MEDVED whose telephone number is (414)297-3870. If this Board agent is not available, you may contact Deputy Regional Attorney PERCY J. COURSEAU, III whose telephone number is (414)297-3877.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be

considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

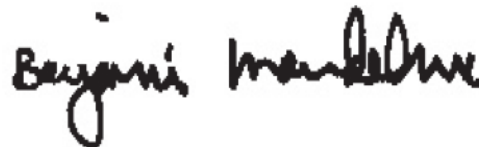
Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

MARLIN O. OSTHUS
Regional Director



By:

BENJAMIN MANDELMAN
Officer in Charge

Enclosures

Revised 3/21/2011

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

QPS Employment Services

CASE NUMBER

18-CA-141861

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$

YES

NO

B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

QPS EMPLOYMENT SERVICES

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 18-CA-141861

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 1, 2014 , I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

QPS Employment Services
824 Washington St
Manitowoc, WI 54220-4537

12.1.2014

Date

Designated Agent of NLRB

Name

/s/ June Czarnecki

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30
310 W Wisconsin Ave Ste 450W
Milwaukee, WI 53203-2246

Agency Website: www.nlrb.gov
Telephone: (414)297-3861
Fax: (414)297-3880



Download
NLRB
Mobile App

December 1, 2014

(b) (6), (b) (7)(C)

Re: QPS Employment Services
Case 18-CA-141861

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on December 01, 2014 has been docketed as case number 18-CA-141861. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney RENEE M. MEDVED whose telephone number is (414)297-3870. If this Board agent is not available, you may contact Deputy Regional Attorney PERCY J. COURSEAU, III whose telephone number is (414)297-3877.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

MARLIN O. OSTHUS
Regional Director

A handwritten signature in black ink, appearing to read "Benjamin Mandelman". The signature is written in a cursive, somewhat stylized script.

By:
BENJAMIN MANDELMAN
Officer in Charge

From: [Medved, Renee M.](#)
To: nwojtal@gpsemployment.com
Subject: NLRB Case 18-CA-141861
Date: Tuesday, December 9, 2014 11:26:10 AM
Attachments: [12-9-14 Letter requesting ER evidence.pdf](#)

Good afternoon Neil,

Please see attached letter requesting evidence. Please feel free to call me at the number below with any questions. Thank you for your anticipated cooperation.

[Renée Medved](#)
[Field Attorney](#)
[NLRB Sub-Region 30](#)
[310 W. Wisconsin Avenue](#)
[Suite 450W](#)
[Milwaukee, WI 53203](#)
[414.297.3870 \(phone\)](#)
[414.297.3880 \(fax\)](#)



United States Government

NATIONAL LABOR RELATIONS BOARD

Sub-Region 30

310 West Wisconsin Avenue – Suite 450W
Milwaukee, WI 53203-2211

Telephone (414)297-3870
FAX (414)297-3880
www.nlr.gov

December 9, 2014

VIA EMAIL ONLY nwojtal@qpsemployment.com

Neil Wojtal, Attorney
824 Washington Street
Manitowoc, WI 54220-4537

**Re: Case 18-CA-141861
QPS Employment Services**

Dear Mr. Wojtal:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegation raised in the investigation of the above-referenced matter.

Set forth below are the allegations and issues on which evidence is needed, a request to take affidavits, a request for documentary evidence, and the date for providing your evidence.

Allegations: The allegation for which I am seeking your evidence is as follows.

Charging Party (b) (6), (b) (7)(C), (b) (7)(D) alleges that (b) (6), (b) (7)(C) employment with QPS Services was unlawfully terminated on or about (b) (6), (b) (7)(C), 2014 for (b) (6), (b) (7)(C) protected concerted activity, more specifically speaking to a coworker about wages and job classifications.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) (last name unknown) and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by **December 12, 2014** to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

- Personnel file of (b) (6), (b) (7)(C);
- All documents relied upon in deciding to terminate (b) (6), (b) (7)(C) employment; and
- Any notes, text messages, emails or other documents reflecting communication between Orion Energy Systems and QPS Employment Services concerning the employment of (b) (6), (b) (7)(C)

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by **December 16, 2014**. If you are willing to allow me to take affidavits, please contact me by close of business **December 12, 2014** to schedule a time to take affidavits. Should you choose to file a position statement instead, please do so no later than **December 16, 2014**. Please address in the allegation, as described above, in your position statement.

Electronic Filing: Electronic filing of position statements and documentary evidence through the Agency website is preferred. To file, go to **www.nlrb.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions.

If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time. You may contact me by telephone, (414)297-3870, or e- mail renee.medved@nlrb.gov, should you have any questions concerning the above.

Very truly yours,



Renée M. Medved
Attorney

411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

E-Mail: Steven.Kruzel@quarles.com
Writer's Direct Dial: 414-277-5645
Writer's Fax: 414-978-8863

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

December 22, 2014

VIA NLRB E-FILING

Renée M. Medved
National Labor Relations Board, Region 30
310 West Wisconsin Avenue, Suite 450W
Milwaukee, WI 53203

RE: Complainant: (b) (6), (b) (7)(C)
Respondent: QPS Employment Group
Case No.: 18-CA-141861

Dear Ms. Medved

We represent QPS Employment Group ("QPS") in response to (b) (6), (b) (7)(C) above-referenced unfair labor practice charge.

Introduction

(b) (6), (b) (7)(C) charge is without merit. (b) (6), (b) (7)(C) contention that (b) (6), (b) (7)(C) conversation with a co-worker where (b) (6), (b) (7)(C) inquired about what others at (b) (6), (b) (7)(C) place of assignment were paid constitutes concerted, protected activity is incorrect. Further, QPS removed (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) temporary position with its client, Orion Energy Systems ("Orion"), at Orion's request because of (b) (6), (b) (7)(C) attendance issues. QPS later discharged (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) violated (b) (6), (b) (7)(C) instructions and its workplace rule prohibiting employees from contacting QPS's clients to which they were formerly assigned.

Because QPS relied only on legitimate reasons—wholly unrelated to any alleged protected activity—for all employment decisions relating to (b) (6), (b) (7)(C) we ask that Region 30 complete its investigation and dismiss the charge.

QPS Employment Group

QPS is a full-service staffing firm that places temporary and permanent employees with businesses and corporations throughout the Midwest. Headquartered in Brookfield, Wisconsin, QPS maintains branch offices throughout various cities, including one in Manitowoc, Wisconsin.

When a QPS client requires temporary assistance, a QPS Placement Coordinator will obtain details from the company about the open assignment, including number of workers needed, type of work to be completed, and estimated length of the assignment. QPS then compares this information with skills and preferences of its available employees and offers positions to its employees whose skills and preferences match the needs of the client company.

A particular assignment can last anywhere from several hours to several months depending on the needs of the client company. While QPS matches its employees with the client company, QPS does not determine when or why an assignment will end. At all times, the client company retains the right to request that QPS remove its employee from his or her assignment.

In order to avoid creating any discord between QPS and its clients, however, QPS prohibits its employees from directly contacting the client company about the reason his or her assignment has ended. QPS informs all of its employees of this rule through their employment applications. QPS does not in any way limit its employees from applying for employment with a client company. And, of course, it fully respects an employee's right to bring a good faith legal claim against QPS or its client company, and it trusts that its employees also respect it and its client company's right to defend itself from any such claims.

(b) (6), (b) (7)(C) Applies To QPS For Temporary Employment

When (b) (6), (b) (7)(C) first applied to QPS in (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) and again in (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C). At the time (b) (6), (b) (7)(C) first applied at QPS, QPS informed (b) (6), (b) (7)(C) that placement at a client company is not a guarantee of permanent employment. (Exhibit 1, (b) (6), (b) (7)(C) Application.) As a temporary staffing agency, QPS cannot guarantee any employee that (b) (6), (b) (7)(C) will have work for any definite period of time.

QPS Assigns (b) (6), (b) (7)(C) To A Temporary Position At Orion Energy Systems

In (b) (6), (b) (7)(C) QPS (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) and offered (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) assignment at Orion. Orion manufactures, designs, and deploys energy-efficient lighting platforms, intelligent wireless control systems and direct renewable solar technology for commercial and industrial customers.

Orion is a longstanding client of QPS and regularly utilizes anywhere from 15 to 70 QPS employees at a given time. Like all of QPS's clients, Orion's need for temporary employees varies, as do the lengths of the assignments at its plant. Orion, like all of QPS clients, may request that QPS remove its employee from an assignment at any time.

On (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) accepted a temporary assignment at Orion. Before (b) (6), (b) (7)(C) started (b) (6), (b) (7)(C) assignment QPS required (b) (6), (b) (7)(C) to go through a brief orientation session

at its Manitowoc Office. During this session, QPS informed (b) (6), (b) (7)(C) of its workplace rules and discussed them with (b) (6), (b) (7)(C). It noted that (b) (6), (b) (7)(C) assignment at Orion was temporary and that Orion could request that (b) (6), (b) (7)(C) be removed at any time. QPS further reiterated to (b) (6), (b) (7)(C) that QPS was (b) (6), (b) (7)(C) employer, not Orion, and that (b) (6), (b) (7)(C) needed to contact QPS with any and all employment related issues.

**(b) (6), (b) (7)(C) Failure To Comply With Orion's Attendance
And Workplace Expectations**

On (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) began (b) (6), (b) (7)(C) assignment at Orion. Orion assigned (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C), where (b) (6), (b) (7)(C) worked primarily in (b) (6), (b) (7)(C). While assigned to Orion, (b) (6), (b) (7)(C) supervisor was (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) began exhibiting a pattern of serious attendance issues. In (b) (6), (b) (7)(C) of 2014, (b) (6), (b) (7)(C) was tardy or absent on the following days:

- (b) (6), (b) (7)(C) 2014: 40 minutes late
- (b) (6), (b) (7)(C) 2014: Absent from shift
- (b) (6), (b) (7)(C), 2014: Over an hour late

Orion reported to QPS that on (b) (6), (b) (7)(C), 2014 (b) (6), (b) (7)(C) spoke to (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) attendance issues. Specifically, (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) the importance of (b) (6), (b) (7)(C) being on time and present for work when assigned and noted that (b) (6), (b) (7)(C) was a temporary employee who Orion could request that QPS remove from assignment at any time.

Despite (b) (6), (b) (7)(C) warning, (b) (6), (b) (7)(C) continued to have attendance issues into (b) (6), (b) (7)(C) of 2014, where (b) (6), (b) (7)(C) was tardy the following days:

- (b) (6), (b) (7)(C) 2014: Over 2 hours late
- (b) (6), (b) (7)(C) 2014: 40 minutes late
- (b) (6), (b) (7)(C) 2014: Over 2 hours late

Orion also reported to QPS that in addition to struggling to arrive on time for (b) (6), (b) (7)(C) assignment, (b) (6), (b) (7)(C) also left (b) (6), (b) (7)(C) shifts early on numerous occasions and would often "go missing" during a shift. Specifically, Orion reported that on more than one occasion, (b) (6), (b) (7)(C) could not locate (b) (6), (b) (7)(C) for up to three hours during a shift. (Exhibit 2, E-mail from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C))

Given (b) (6), (b) (7)(C) failure to meet its attendance expectations, Orion advised QPS that in (b) (6), (b) (7)(C) of 2014 it began to train other individuals to replace (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) Requests A Wage Increase For (b) (6), (b) (7)(C) Assignment At Orion

In early (b) (6), (b) (7)(C) of 2014, (b) (6), (b) (7)(C) informed QPS that on some days Orion reassigned (b) (6), (b) (7)(C) to a new position in its (b) (6), (b) (7)(C) and asked whether (b) (6), (b) (7)(C) should receive the hourly wage applicable to the new job. QPS was unaware of any such reassignment and as a result its (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) e-mailed (b) (6), (b) (7)(C) Orion (b) (6), (b) (7)(C) inquiring as to whether Orion reassigned (b) (6), (b) (7)(C) to its (b) (6), (b) (7)(C). (Exhibit 3, E-mail from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C). (Because QPS and Orion had agreed to a specific wage for (b) (6), (b) (7)(C), if (b) (6), (b) (7)(C) had been reassigned then QPS would have paid (b) (6), (b) (7)(C) a dollar more per hour for that assignment.)

Orion reported that in response to (b) (6), (b) (7)(C) e-mail (b) (6), (b) (7)(C) e-mailed (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2014 about (b) (6), (b) (7)(C) current assignment. Orion also shared with QPS (b) (6), (b) (7)(C) response to (b) (6), (b) (7)(C) noting that (b) (6), (b) (7)(C) did not reassign (b) (6), (b) (7)(C) to the (b) (6), (b) (7)(C), but that (b) (6), (b) (7)(C) occasionally (b) (6), (b) (7)(C) for "30-45 minutes," one day a week. (Exhibit 4, E-mail from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C). In a follow-up e-mail, (b) (6), (b) (7)(C) also informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) wished to have (b) (6), (b) (7)(C) removed from (b) (6), (b) (7)(C) assignment at Orion because of (b) (6), (b) (7)(C) numerous attendance issues. (Exhibit 5, E-mail from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C). When (b) (6), (b) (7)(C) then asked for details as to (b) (6), (b) (7)(C) attendance issues, (b) (6), (b) (7)(C) sent another e-mail confirming those events and again informing (b) (6), (b) (7)(C) of Orion's request that QPS remove (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment because of these problems. (Exhibit 6, E-mail from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C).

QPS Informs (b) (6), (b) (7)(C) That Orion Ended (b) (6), (b) (7)(C) Assignment And That QPS Would Find (b) (6), (b) (7)(C) An Alternate Assignment

On (b) (6), (b) (7)(C), 2014 (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) to inform (b) (6), (b) (7)(C) that Orion requested that QPS remove (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment because of (b) (6), (b) (7)(C) attendance issues. (b) (6), (b) (7)(C) did not answer the initial call, so (b) (6), (b) (7)(C) left (b) (6), (b) (7)(C) a voicemail with this information. Later that day, (b) (6), (b) (7)(C) again called (b) (6), (b) (7)(C) and this time reached (b) (6), (b) (7)(C). During their call (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that Orion had ended (b) (6), (b) (7)(C) assignment because of (b) (6), (b) (7)(C) attendance issues. (b) (6), (b) (7)(C) further stated that QPS would attempt to find (b) (6), (b) (7)(C) a new assignment within seven days. (b) (6), (b) (7)(C) then abruptly hung up the phone on (b) (6), (b) (7)(C).

When (b) (6), (b) (7)(C) called back (b) (6), (b) (7)(C) later in the day to discuss the situation, (b) (6), (b) (7)(C) was upset and yelling at (b) (6), (b) (7)(C) about the discontinuation of (b) (6), (b) (7)(C) assignment, including the fact that (b) (6), (b) (7)(C) intended to contact Orion about its decision. In response, (b) (6), (b) (7)(C) emphasized that Orion ended (b) (6), (b) (7)(C) assignment because of (b) (6), (b) (7)(C) attendance issues. (b) (6), (b) (7)(C) also reminded (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) should not contact Orion about its decision. (b) (6), (b) (7)(C) again abruptly ended the phone call by hanging up on (b) (6), (b) (7)(C). (Exhibit 7, (b) (6), (b) (7)(C) call log notes, (b) (6), (b) (7)(C) 14.)

**(b) (6), (b) (7)(C) Ignores (b) (6), (b) (7)(C) And Violates QPS's Rule By Contacting Orion
About Its Decision To End (b) (6), (b) (7)(C) Assignment**

Despite QPS's rule which prohibits its employees from contacting QPS clients after QPS has removed them from an assignment, and despite (b) (6), (b) (7)(C) specific instruction that (b) (6), (b) (7)(C) should not contact Orion about its request that QPS no longer assign (b) (6), (b) (7)(C) to work at Orion, (b) (6), (b) (7)(C) contacted Orion on (b) (6), (b) (7)(C), 2014. Specifically, Orion informed QPS that on that day (b) (6), (b) (7)(C) called and spoke to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Orion's (b) (6), (b) (7)(C), who described (b) (6), (b) (7)(C) as being "upset" and "demanding" that Orion provide (b) (6), (b) (7)(C) the reason it made the decision to end (b) (6), (b) (7)(C) assignment. Orion also provided QPS with an e-mail which confirms that after receiving (b) (6), (b) (7)(C) troubling call, (b) (6), (b) (7)(C) promptly relayed to (b) (6), (b) (7)(C) the details of (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C) (Exhibit 8, E-mail from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C)

Orion reported that upon receiving (b) (6), (b) (7)(C) e-mail summarizing (b) (6), (b) (7)(C) call, (b) (6), (b) (7)(C) immediately contacted QPS about (b) (6), (b) (7)(C) conduct. In (b) (6), (b) (7)(C) e-mail, (b) (6), (b) (7)(C) highlighted that (b) (6), (b) (7)(C) should not have contacted Orion and (b) (6), (b) (7)(C) requested that QPS handle the issue with its employee. (Exhibit 9, E-mail from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C)

**QPS Discharges (b) (6), (b) (7)(C) For Violating Workplace
Rule And (b) (6), (b) (7)(C) Instruction**

After considering the information it had received from Orion, and that it had obtained from its own discussions with (b) (6), (b) (7)(C) QPS made the decision to discharge (b) (6), (b) (7)(C). Specifically, QPS concluded that (b) (6), (b) (7)(C) blatantly disregarded both (b) (6), (b) (7)(C) instructions as well as QPS's workplace rule when only hours after (b) (6), (b) (7)(C) instructed (b) (6), (b) (7)(C) not to contact Orion about its request that QPS remove (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) did just that. QPS also concluded, not surprisingly, that (b) (6), (b) (7)(C) behavior alarmed Orion — a valuable client of QPS. QPS therefore informed (b) (6), (b) (7)(C) of its discharge decision and the reasons for it on (b) (6), (b) (7)(C), 2014.

Response To NLRB's Specific Requests

In response to your request, enclosed is a copy of (b) (6), (b) (7)(C) personnel file, which contains documents related to (b) (6), (b) (7)(C) discharge. In addition, enclosed are e-mails between QPS and Orion regarding Orion's request that QPS remove (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment at Orion. Also, enclosed is a copy of the materials QPS submitted to contest (b) (6), (b) (7)(C) unemployment compensation benefits.

As it relates to the UC issues, QPS did not assert — at any point — that Orion requested (b) (6), (b) (7)(C) removal because of "lack of work." Rather, QPS informed the Unemployment Division that Orion requested that it remove (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment at Orion because of (b) (6), (b) (7)(C) attendance issues. QPS further informed the Unemployment Division that QPS discharged (b) (6), (b) (7)(C) only after (b) (6), (b) (7)(C) subsequently violated its workplace rule and disobeyed the instructions of (b) (6), (b) (7)(C)

The Unemployment Division did not hold a hearing on this matter, so the enclosed documents represent the sum of information which QPS presented to the Unemployment Division. None of this contradicts the information QPS has previously discussed with the 30th Region and all of it is entirely consistent with the legitimate, non-retaliatory reasons (b) (6), (b) (7)(C) assignment at Orion ended, and the reason (b) (6) was subsequently separated from employment with QPS.

(b) (6), (b) (7)(C) Did Not Engage In Protected Activity

In order to prevail in (b) (6), (b) (7)(C) charge, (b) (6), (b) (7)(C) must establish both that (b) (6) engaged in protected activity and that QPS discharged (b) (6), (b) (7)(C) for doing so. (b) (6), (b) (7)(C) can establish neither element of (b) (6), (b) (7)(C) claim.

As it relates to (b) (6), (b) (7)(C) alleged protected activity, (b) (6), (b) (7)(C) claims that (b) (6) engaged in it when (b) (6) asked some workers in (b) (6), (b) (7)(C) how much they were earning and wondered whether (b) (6) should receive the same wage as they did. But this communication does not constitute protected activity because (b) (6) engaged in the conversation solely for (b) (6), (b) (7)(C) own benefit. Specifically, (b) (6), (b) (7)(C) only sought to increase (b) (6), (b) (7)(C) own wages and change (b) (6), (b) (7)(C) own classification by engaging in this conversation.

A conversation about “wages” or “classification” is not concerted activity if it is engaged in solely for one employee’s individual benefit. *See Plumbers Local 412*, 328 NLRB 1079, 1083 (finding that an employee’s conversations about wages which she engaged in for her own benefit were not concerted activity). (b) (6), (b) (7)(C) conversation with workers in Orion’s (b) (6), (b) (7)(C), like the employee in *Plumbers Local 412*, was engaged in solely for (b) (6), (b) (7)(C) own benefit and therefore does not constitute concerted activity within the meaning of the NLRA.

QPS Discharged (b) (6), (b) (7)(C) For Reasons Wholly Unrelated To (b) (6), (b) (7)(C) Alleged Protected Activity

(b) (6), (b) (7)(C) further alleges that “on or around (b) (6), (b) (7)(C), 2014” QPS discharged (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in concerted, protected activity. This contention is meritless. Even if (b) (6), (b) (7)(C) did engage in concerted activity, which (b) (6), (b) (7)(C) did not, (b) (6), (b) (7)(C) conversation about (b) (6), (b) (7)(C) hourly wage had nothing to do with (b) (6), (b) (7)(C) discharge from QPS.

At the outset, it is noteworthy that (b) (6), (b) (7)(C) incorrectly states that (b) (6), (b) (7)(C) discharge from QPS occurred on (b) (6), (b) (7)(C). It did not. To the contrary, on that date QPS informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) assignment at Orion was ending due to Orion’s concerns about (b) (6), (b) (7)(C) attendance issues, not that (b) (6), (b) (7)(C) was being discharged from QPS. Further in that same conversation QPS emphasized that (b) (6), (b) (7)(C) remained its employee and that it would try to find (b) (6), (b) (7)(C) a new reassignment within seven days.

Further, QPS never considered or was even aware of any alleged protected activity by (b) (6), (b) (7)(C) at the time it relayed Orion’s decision to QPS that it would no longer accept (b) (6), (b) (7)(C) for assignment due to attendance issues. Rather, as it was true for

numerous other employees who failed to meet Orion's legitimate expectations, QPS had no reason to doubt the legitimate, non-retaliatory reasons Orion reported to QPS as the reason for discontinuing (b) (6), (b) (7)(C) assignment there. Specifically, in the last year, QPS has removed four other QPS employees from their assignments at Orion due to Orion's concerns about their attendance or work performance issues, including the following:

QPS Employee	Orion's Reason For Ending QPS's Employee's Assignment
(b) (6), (b) (7)(C)	Attendance Issues
(b) (6), (b) (7)(C)	Co-Worker Issues
(b) (6), (b) (7)(C)	Pace Issues
(b) (6), (b) (7)(C)	Performance Issues

Finally, QPS did not discharge (b) (6), (b) (7)(C) until (b) (6), (b) (7)(C) 2014, and only after (b) (6) blatantly disregarded its workplace rule and specific direction from (b) (6), (b) (7)(C) not to contact Orion about its decision to end (b) (6), (b) (7)(C) assignment. QPS has a compelling and legitimate interest in disciplining employees who unabashedly violate an important workplace rule which is in place to protect its client relationships. See *Bridgestone Firestone South Carolina*, 350 NLRB 526 (holding that employer acted consistent with NLRA in disciplining an employee for violating workplace conduct rule).

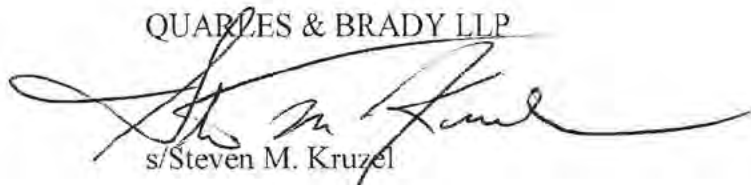
Conclusion

For the reasons noted above, QPS fully complied with the NLRA in all of its actions relevant to (b) (6), (b) (7)(C). As a result, we ask that the NLRB complete its investigation and dismiss (b) (6), (b) (7)(C) charge.

To the extent (b) (6), (b) (7)(C) provides any further information in support of (b) (6), (b) (7)(C) charge, we would appreciate the opportunity to respond to the same. If you require any further information, please do not hesitate to contact me at your convenience.

Very truly yours,

QUARLES & BRADY LLP



s/Steven M. Kruzel

SKRUZEL (b) (6), (b) (7)(C)
Enclosures

EXHIBIT 1

QPS Employment Group and its divisions (hereinafter collectively referred to as "QPS") works with companies that have drug free environments. I understand that I may be subject to reasonable suspicion, random and post-accident alcohol/drug testing. I may also be subject to drug testing and/or a criminal background check for assignment or client pre-hire purposes. Refusal or failure to take a drug and/or alcohol test may subject me to discipline up to and including discharge.

When you are on assignment for QPS, you are the employee of QPS and QPS is the employer. QPS as a temporary staffing agency provides a service to its clients in providing them with temporary workers to meet their staffing needs. In order to maintain reliable and dependable service to our clients and to meet their demands, it is necessary to define work rules that our employees are to follow with regard to attendance and conduct on the job. If you cannot or simply do not wish to follow these rules, further placement through QPS may not be possible.

- 1) It is my responsibility to provide notice to the office that placed me when I am going to be absent. An automated attendant will answer my call if the office is closed. I am only to call QPS and NOT the client unless otherwise instructed by a placement coordinator. At any time, QPS may require me to provide written verification for any absence. If I am not able to provide QPS verification when requested, I may not be reassigned.
- 2) It is my responsibility to immediately notify QPS when my assignment has been completed, a client company no longer needs me or a client company asks that I not return. When any of these circumstances occur, unless it's the result of misconduct by me or unless I have otherwise committed misconduct, QPS will provide another assignment for me within 7 days from the last day worked. But it is my responsibility to contact QPS no later than the 2nd full business day after my assignment has ended to continue the employment relationship if I have not yet received a new assignment. I understand that if I fail to contact QPS at least one hour before the start time of my shift when unable to report to my assignment or if I walk off a job assignment and leave the job site before the shift ends, this may be determined as a quit. I understand that under the State of Illinois Department of Employment Security Benefit Rights Information it states, "If you were last employed by a temporary firm, your failure to contact that employer for work each week as long as you certify for benefits, may affect your eligibility for benefits."
- 3) I must notify QPS of any changes on my application, i.e. salary required, position, etc. I will notify QPS immediately of any change in address or telephone number. If no phone is available and I do not make arrangements so that QPS can contact me for employment offers, (and/or I do not keep in contact with QPS on a regular basis), my file will indicate that I am inactive and not interested in seeking employment through QPS.
- 4) If a Client Company offers me a position to become its employee, I have the CHOICE to accept or refuse that job offer or to immediately request QPS to search for another assignment for me. My acceptance of a job offer at the Client Company constitutes my voluntary termination of my employment at QPS.
- 5) If injured while working for QPS at a Client Company, I MUST IMMEDIATELY report the injury to my supervisor and QPS the SAME day the injury occurs. QPS does have a transitional duty program and employees are required to inform their doctor of the availability of transitional duty work.
- 6) I understand if I accept any assignment through QPS there may exist a potential to be hired by that customer. However, there are many factors which are considered and all Associate Employees must be aware that there is *never* a guarantee of hire for *any* assignment.

This does not comprise all QPS employment rules. The "QPS Booklet" along with the QPS complete "Drug and Alcohol Policy," "Harassment Policy," and other written policies provide further information concerning employment rules applicable to all employees. All policies are available for viewing at all QPS locations. Neither this application nor any QPS policy nor through other means constitutes an employment contract and QPS may modify, amend or terminate them in whole or in part, at any time, with or without notice. Further, nothing in these policies or other means amends the basic "at-will" relationship between QPS and me, which allows QPS or me to terminate the employment relationship at any time for any reason.

Note: For state income tax, we withhold for the state you live in, not the state you work in. If you want to change, you must notify QPS in writing.

I authorize investigation of all statements contained in this application which may be pertinent to my employment qualifications. I understand that misrepresentation or omission of facts called for may subject me to dismissal at the time it is discovered. I authorize my previous employers to provide QPS any and all information. My signature below authorizes QPS to contact references, past or present employers, persons, schools, law enforcement agencies, military and any other sources of information which may be pertinent to my employment qualifications. The release in any manner and all information that is provided to QPS from my previous employers is authorized whether such information is of record or not, and I do hereby release all persons, firms, agencies or companies, whomsoever, from any damages resulting from furnishing such information. Further, I understand and agree that my employment is for no definite period and may, regardless of the date of payment of my wages and salary, be terminated at any time without previous notice.

My signature below signifies that I have filled out the foregoing application. It also constitutes my acknowledgment that I have read it, understand it and that I will comply with the rules contained herein as well as those provided in the "QPS Booklet." I understand that I can review the complete "Drug and Alcohol Policy" and/or the "QPS Booklet" at any QPS branch office or at the Corporate Headquarters. I further understand that other policies such as the "Harassment Policy" are posted for viewing at all branch offices and at Corporate Headquarters which give full information including how and where to report. I further understand that a copy of the complete QPS "Drug and Alcohol Policy" and/or the "QPS Booklet" may be furnished to me at a QPS branch office upon my request.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)

QPS Employee Signature

Social Security Number

Date

If assistance was given in filling out this application, preparer/translator signs below.

Preparer's/Translator's Signature

Date

EXHIBIT 2

From: (b) (6), (b) (7)(C)
Sent: Monday, (b) (6), (b) (7)(C) 2014 10:36 AM
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)

It wasn't that (b) (6) just missed. (b) (6) was late very frequently. I have the text messages in my phone and below are the dates in which (b) (6) was late.

(b) (6), (b) (7)(C) was late by over 40 minutes. No reason behind coming in late just shrugged it off.

(b) (6), (b) (7)(C), called in (b) (6) would not make it in (b) (6) wasn't feeling well.

(b) (6), (b) (7)(C) was over 1 hour late.

September 22, I spoke with (b) (6) about not coming in late and being a temp (b) (6) needs to be on time every day and not miss any more work.

(b) (6), (b) (7)(C) Used the excuse that no one told (b) (6) our hours switched (b) (6) was 2 hours late. We did not pursue getting rid of (b) (6) because I wanted to be sure that this wasn't a result of our miscommunication.

(b) (6), (b) (7)(C) Was 40 minutes late to work got stuck at 8th street bridge.

(b) (6), (b) (7)(C) Was over 2 hours late for work.

This is when we started training others to fill (b) (6) position as we cannot keep employees that are consistently late for work.

(b) (6) has also left early on numerous occasions. The other times (b) (6) called in I cannot verify. (b) (6) cards should prove that as we did not pay (b) (6) for the days (b) (6) missed. Along with all of this when (b) (6) was working by (b) (6), (b) (7)(C) would have issues with being able to find (b) (6), letting me know that some (b) (6), (b) (7)(C) would be missing for more than 3 hours this was all reported to me by (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is all verified through (b) (6) text messages to me. I also have emails from our (b) (6), (b) (7)(C) asking me to contact (b) (6), (b) (7)(C) because (b) (6) was missing for more than 2 hours.

If you need any more information please let me know I can dig up the old emails.

Thanks,

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) oesx.com | <http://www.oesx.com>

EXHIBIT 3

From: (b) (6), (b) (7)(C)
[mailto:(b) (6), (b) (7)(C)@qpsemployment.com]
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 1:07 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C)

Hello-

(b) (6), (b) (7)(C) let us know that (b) (6) was moved to (b) (6), (b) (7)(C) as
of (b) (6). Could you confirm? If so we will need to pay (b) (6), (b) (7)(C) and
compensate the difference since then.

Thank you.

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

EXHIBIT 4

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 1:20 PM
To: (b) (6), (b) (7)(C)
Subject: Re: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) once a week for 30-45 minutes. (b) (6) mainly does (b) (6), (b) (7)(C).

Thanks,

(b) (6), (b) (7)(C)

Sent from my iPhone

On (b) (6), (b) (7)(C) 2014, at 1:16 PM, (b) (6), (b) (7)(C) @oesx.com> wrote:

So is this a full time move, on need basis? I need to know if (b) (6) should be earning the increase.

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @oesx.com | <http://www.oesx.com>

EXHIBIT 5

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@oesx.com]
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 2:28 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

Please remove after this week is completed.

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 2:21 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

FYI

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C) 2014 1:33 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: Re: (b) (6), (b) (7)(C)

Absolutely not (b) (6) has not been showing up for work. After discussing this with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) we would like to remove (b) (6), (b) (7)(C) from Orion

(b) (6), (b) (7)(C), (b) (6) has had 2 call ins and (b) (6) has called in late or left early every week since (b) (6) has been in (b) (6), (b) (7)(C). This is why I asked for the another person on (b) (6), (b) (7)(C) to train.

Thanks,

(b) (6), (b) (7)(C)

Sent from my iPhone

EXHIBIT 6

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@oesx.com]
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 2:28 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

Please remove after this week is completed.

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 2:21 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

FYI

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 1:33 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: Re: (b) (6), (b) (7)(C)

Absolutely not (b) (6) has not been showing up for work. After discussing this with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) we would like to remove (b) (6), (b) (7)(C) from Orion

(b) (6), (b) (7)(C), (b) (6) has had 2 call ins and (b) (6) has called in late or left early every week since (b) (6) has been in (b) (6), (b) (7)(C). This is why I asked for the another person on (b) (6), (b) (7)(C) to train.

Thanks,

(b) (6), (b) (7)(C)

Sent from my iPhone

EXHIBIT 7

Message Report

Action Type: Call-Reached
Description: Call-Reached
Subject: TT (b) (6), (b) (7)

Date: (b) (6), (b) (7) 14
Time 09:49:19
User: (b) (6), (b) (7)

Message

is aware assingment is done due to attendance, let (b) (6), (b) (7) know we will try to find other employment within 7 days. Hung up on me.

Attached To

Customer	Orion Energy Systems, Ltd.
Employee	(b) (6), (b) (7)(C)

Message Report

Action Type: Call-Reached
Description: Call-Reached
Subject: (b) (6), (b) (7) called back

Date: (b) (6), (b) (7)/14
Time 09:52:58
User: (b) (6), (b) (7)

Message

Stated that (b) (6), (b) (7) going to contact corporate, better business bureau, lawyer and orion. Because (b) (6), (b) (7) states that reason why (b) (6), (b) (7) being ended is because (b) (6), (b) (7) has for back pay. Asked that (b) (6), (b) (7) not contact Orion after assignment is completed and hung up on me again.

Attached To

Customer	Orion Energy Systems, Ltd.
Employee	(b) (6), (b) (7)(C)

EXHIBIT 8

Hi (b) (6), (b) (7)(C)

I was just forwarded a call from (b) (6), (b) (7)(C). (b) (6) was a QPS employee for (b) (6), (b) (7)(C) or so here and was notified this morning that (b) (6) position has ended. (b) (6) is quite frustrated/upset and wanting some answers as to why. Do you deal with the temp termination issues?

(b) (6) number is (b) (6), (b) (7)(C) if you can give (b) (6) a call back.

Thank you!!

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@cesx.com | www.cesx.com

EXHIBIT 9

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@oesx.com]
Sent: Monday, (b) (6), (b) (7)(C) 2014 3:57 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C) - Temp Termination

(b) (6), (b) (7)(C)

Please speak with (b) (6), (b) (7)(C) and discuss the situation below. (b) (6) should not be calling Orion.

Thanks,

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

From: (b) (6), (b) (7)(C)
Sent: Monday, (b) (6), (b) (7)(C) 2014 3:37 PM
To: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C) - Temp Termination

Hi (b) (6), (b) (7)(C)

I was just forwarded a call from (b) (6), (b) (7)(C). (b) (6) was a QPS employee for (b) (6), (b) (7)(C) or so here and was notified this morning that (b) (6) position has ended. (b) (6) is quite frustrated/upset and wanting some answers as to why. Do you deal with the temp termination issues?

His number is (b) (6), (b) (7)(C) if you can give him a call back.

Thank you!!

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | www.oesx.com

Department of Workforce Development
Unemployment Insurance Division
PO BOX 7755
APPLETON, WI 54912-7080

Discharge Questionnaire

Re: Absenteeism/Tardiness

Telephone: 920-830-7545

Fax: 608-260-3157

attached

QPS EMPLOYMENT GROUP INC
STE 185
250 N PATRICK BLVD
BROOKFIELD, WI 53045-5826

Date Mailed: (b) (6), (b) (7)(C) 14

Claimant: (b) (6), (b) (7)(C)

SSN: (b) (6), (b) (7)(C)

Employer: QPS EMPLOYMENT GROUP INC

Employer No.: 336302

We are requesting information regarding this separation in order to make a decision on eligibility for Unemployment Insurance Benefits. Return this form to the Unemployment Insurance office shown above within 7 days of the date it was mailed. If possible, please fax (see the fax number above).

1. First day worked: ____/____/____ Last day of actual work: ____/____/____ Date of discharge: ____/____/____
Employer Address: _____ City: _____ Telephone: _____
2. Name and title of the person who discharged the employee? _____
3. How was the employee notified of the discharge? _____
4. For each absence list the date, reason given for the absence, and whether or not the employee notified you: _____

5. List any warnings given to the employee for absences, including dates: _____

6. For each incident of tardiness list the date, reason given for the tardiness, and whether or not the employee notified you: _____

7. List any warnings given to the employee for tardiness, including dates: _____

8. What is your absenteeism/tardiness policy? _____
9. Did the employee receive a written copy of the policy? If "No," how was he/she made aware of the policy? _____

If this is not the reason for separation, please explain why the employee is no longer working for you on a separate sheet of paper.

Contact Name (if we need more information)	Contact Title	Contact Telephone Number
(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)
Name and title of person completing this form (if other than contact)		(b) (6), (b) (7)(C)

If you don't return the completed form by fax or mail within 7 days of the date it was mailed, a decision based on the information on file will be issued. Your account will be charged for all benefits that are paid to the claimant in error if you fail to provide correct and complete information during a fact-finding investigation.

☐ Check here if you do not wish to provide any information on this separation.

(b) (6), (b) (7)(C) - 0107
Adjudication

(b) (6), (b) (7)(C), 2014

UE Account Number: 336302
QPS Employment Group

TO: DWD
FAX NUMBER OF RECIPIENT: 608-260-3157

FROM: (b) (6), (b) (7)(C)
FAX NUMBER OF SENDER: 262-754-6878

RE: (b) (6), (b) (7)(C): [REDACTED]

TOTAL PAGES TRANSMITTED INCLUDING THIS COVER SHEET : 7
IF YOU DID NOT RECEIVE ALL PAGES TRANSMITTED, PLEASE CALL THE SENDER AT:
(b) (6), (b) (7)(C)

COMMENTS: THIS IS A RESPONSE TO THE DISCHARGE QUESTIONNAIRE MAILED ON
(b) (6), (b) (7)(C)/14.

The claimant's first day worked is (b) (6), (b) (7)(C) and (b) (6), last day worked is (b) (6), (b) (7)(C)/14. The claimant was discharged on (b) (6), (b) (7)(C)/14, by (b) (6), (b) (7)(C) via phone.

To verify, the claimant was not discharged from QPS Employment Group for absenteeism; (b) (6) was discharged for a work rule violation. The claimant was initially laid off due to attendance issues on (b) (6), (b) (7)(C)/14. At this point, QPS was still willing to place the claimant on future assignments and work assurance was given to the claimant.

However, the claimant was discharged from QPS Employment Group on (b) (6), (b) (7)(C)/14 for failing to follow a QPS (b) (6), (b) (7)(C) instructions. The claimant was told by (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C)/14 at 9:52 am to not contact the client after (b) (6) assignment ended but the claimant failed to follow instructions.

On (b) (6), (b) (7)(C)/14 at 3:37pm, the client notified QPS that the claimant had left a frustrated voicemail wanting some answers as to why (b) (6) was laid off. The claimant was made aware of this work rule during orientation and when (b) (6) was notified of (b) (6) layoff on (b) (6), (b) (7)(C)/14 earlier that day.

QPS need not follow any progressive system; discharge may result from a first offense regarding a major violation.

QPS Employment Group and its divisions (hereinafter collectively referred to as "QPS"), works with companies that have drug free environments. I understand that I may be subject to reasonable suspicion, random and post-accident alcohol/drug testing. I may also be subject to drug testing and/or a criminal background check for assignment or client pre-hire purposes. Refusal or failure to take a drug and/or alcohol test may subject me to discipline up to and including discharge.

When you are on assignment for QPS, you are the employee of QPS and QPS is the employer. QPS as a temporary staffing agency provides a service to its clients in providing them with temporary workers to meet their staffing needs. In order to maintain reliable and dependable service to our clients and to meet their demands, it is necessary to define work rules that our employees are to follow with regard to attendance and conduct on the job. If you cannot or simply do not wish to follow these rules, further placement through QPS may not be possible.

- 1) It is my responsibility to provide notice to the office that placed me when I am going to be absent. An automated attendant will answer my call if the office is closed. I am only to call QPS and NOT the client unless otherwise instructed by a placement coordinator. At any time, QPS may require me to provide written verification for any absence. If I am not able to provide QPS verification when requested, I may not be reassigned.
- 2) It is my responsibility to immediately notify QPS when my assignment has been completed, a client company no longer needs me or a client company asks that I not return. When any of these circumstances occur, unless it's the result of misconduct by me or unless I have otherwise committed misconduct, QPS will provide another assignment for me within 7 days from the last day worked. But it is my responsibility to contact QPS no later than the 2nd full business day after my assignment has ended to continue the employment relationship if I have not yet received a new assignment. I understand that if I fail to contact QPS at least one hour before the start time of my shift when unable to report to my assignment or if I walk off a job assignment and leave the job site before the shift ends, this may be determined as a quit. I understand that under the State of Illinois Department of Employment Security Benefit Rights Information it states, "If you were last employed by a temporary firm, your failure to contact that employer for work each week as long as you certify for benefits, may affect your eligibility for benefits."
- 3) I must notify QPS of any changes on my application, i.e. salary required, position, etc. I will notify QPS immediately of any change in address or telephone number. If no phone is available and I do not make arrangements so that QPS can contact me for employment offers, (and/or I do not keep in contact with QPS on a regular basis), my file will indicate that I am inactive and not interested in seeking employment through QPS.
- 4) If a Client Company offers me a position to become its employee, I have the CHOICE to accept or refuse that job offer or to immediately request QPS to search for another assignment for me. My acceptance of a job offer at the Client Company constitutes my voluntary termination of my employment at QPS.
- 5) If injured while working for QPS at a Client Company, I MUST IMMEDIATELY report the injury to my supervisor and QPS the SAME day the injury occurs. QPS does have a transitional duty program and employees are required to inform their doctor of the availability of transitional duty work.
- 6) I understand if I accept any assignment through QPS there may exist a potential to be hired by that customer. However, there are many factors which are considered and all Associate Employees must be aware that there is *never* a guarantee of hire for *any* assignment.

This does not comprise all QPS employment rules. The "QPS Booklet" along with the QPS complete "Drug and Alcohol Policy," "Harassment Policy," and other written policies provide further information concerning employment rules applicable to all employees. All policies are available for viewing at all QPS locations. Neither this application nor any QPS policy nor through other means constitutes an employment contract and QPS may modify, amend or terminate them in whole or in part, at any time, with or without notice. Further, nothing in these policies or other means amends the basic "at-will" relationship between QPS and me, which allows QPS or me to terminate the employment relationship at any time for any reason.

Note: For state income tax, we withhold for the state you live in, not the state you work in. If you want to change, you must notify QPS in writing.

I authorize investigation of all statements contained in this application which may be pertinent to my employment qualifications. I understand that misrepresentation or omission of facts called for may subject me to dismissal at the time it is discovered. I authorize my previous employers to provide QPS any and all information. My signature below authorizes QPS to contact references, past or present employers, persons, schools, law enforcement agencies, military and any other sources of information which may be pertinent to my employment qualifications. The release in any manner and all information that is provided to QPS from my previous employers is authorized whether such information is of record or not, and I do hereby release all persons, firms, agencies or companies, whomsoever, from any damages resulting from furnishing such information. Further, I understand and agree that my employment is for no definite period and may, regardless of the date of payment of my wages and salary, be terminated at any time without previous notice.

My signature below signifies that I have filled out the foregoing application. It also constitutes my acknowledgment that I have read it, understand it and that I will comply with the rules contained herein as well as those provided in the "QPS Booklet." I understand that I can review the complete "Drug and Alcohol Policy" and/or the "QPS Booklet" at any QPS branch office or at the Corporate Headquarters. I further understand that other policies such as the "Harassment Policy" are posted for viewing at all branch offices and at Corporate Headquarters which give full information including how and where to report. I further understand that a copy of the complete QPS "Drug and Alcohol Policy" and/or the "QPS Booklet" may be furnished to me at a QPS branch office upon my request.

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

Social Security Number

Date

QPS Employment Representative

If assistance was given in filling out this application, preparer/translator signs below.

Preparer's/Translator's Signature

Date

ADDITIONAL REQUIREMENTS

Employees must follow all QPS rules, policies and procedures at all times. In cases where an employee has failed to comply with QPS rules, policies, procedures or has otherwise failed to meet reasonable expectations, the Company may at its sole discretion subject the employee to discipline up to and including discharge. In this regard, the Company generally draws a distinction between major violations and minor violations. **Major violations, which generally result in discharge, include but are not limited to the following:**

1. Failure to comply with the Company's policies with respect to safety, alcohol or drugs, as outlined above.
2. Deliberately damaging, defacing or misusing QPS/client company property.
3. Dishonesty, theft, misappropriation, or unauthorized possession of another's property.
4. Acts of physical violence towards QPS or client company property.
5. Immoral or indecent conduct on QPS or client company property.
6. Sleeping during working hours at a client company.
7. Failure to notify a QPS supervisor promptly of completion of work at assigned client company.
8. Leaving the client company during working hours without informing client company supervisor or obtaining proper authorization.
9. Falsification of any documents or reports to QPS or a client company.
10. Serious attendance violations, as determined solely by QPS.
11. Failure to comply with legitimate work rules, policies and procedures of a client company, which are applicable to the employee.
- * 12. Failure to follow a QPS supervisor's instructions.
- * 13. Any other conduct which, in the sole judgment of QPS, should warrant discharge on a first offense.

For the purpose of this policy, **minor violations, which may result in discharge or other disciplinary action, may include the following offenses when committed for the first time:**

1. Non-serious attendance violation, as determine solely by QPS.
2. Failure to meet established quality or quantity standards at assigned client company.
3. Failure to meet production requirements at assigned client company.
4. Leaving the building without punching in and/or out at assigned client company, if QPS determines that such a failure is by mistake or accident.
5. Failure to wear prescribed safety equipment as prescribed by the assigned client company or otherwise failing to follow safety procedures and safe practices.
6. Any other offense which, in the sole judgment of QPS, would warrant disciplinary action including warning notices and disciplinary time off without pay.

The foregoing should be considered general rules only. QPS reserves the right to treat each circumstance on a case-by-case basis and impose such discipline, up to and including discharge, as it deems appropriate. In evaluating whether or under what circumstances to continue the employment relationship, the Company may look to a variety of factors including, but not necessarily limited to, the nature of the misconduct, the employee's work record, and the circumstances of the particular situation. In administering discipline and discharge, QPS need not follow any "step" or progressive system; e.g., discharge may result from a first offense regarding what is called herein a "major" violation or a "minor" violation. Regardless of discipline imposed by QPS, any acts of physical violence or threatening remarks, verbal or

Message Report

Action Type: Call-Reached
Description: Call-Reached
Subject: TT (b) (6), (b) (7)

Date: (b) (6), (b) (7)/14
Time: 09:49:19
User: (b) (6), (b) (7)

Message

is aware assingment is done due to attendance. let (b) (6) know we will try to find other employment within 7 days. Hung up on me.

Attached To

Customer	Orion Energy Systems, Ltd.
Employee	(b) (6), (b) (7)(C)

Message Report

Action Type: Call-Reached
Description: Call-Reached
Subject: (b) (6), (b) (7)(C) called back

Date: (b) (6), (b) (7)(C) 14
Time 09:52:58
User: (b) (6), (b) (7)(C)

Message

Stated that (b) (6), (b) (7)(C) going to contact corporate, better business bureau, lawyer and orion. Because (b) (6), (b) (7)(C) states that reason why being ended is because (b) (6), (b) (7)(C) has for back pay. Asked that (b) (6), (b) (7)(C) not contact Orion after assignment is completed and hung up on me again.

Attached To

Customer	Orion Energy Systems, Ltd.
Employee	(b) (6), (b) (7)(C)

Message Report

Action Type: Email Sent/Received
Description: Email Sent/Received
Subject: see below

Date: (b) (6), (b) (7)/14
Time: 14:38:15
User: (b) (6), (b) (7)(C)

Message

From: (b) (6), (b) (7)(C)
Sent: Monday, (b) (6), (b) (7)(C) 2014 3:57 PM
To: (b) (6), (b) (7)
Subject: FW: (b) (6), (b) (7)(C) - Temp Termination

(b) (6), (b) (7)(C)
Please speak with (b) (6), (b) (7)(C) and discuss the situation below. (b) (6) should not be calling Orion.

Thanks,

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) [mailto:\(b\) \(6\), \(b\) \(7\)\(C\)@orionenergy.com](mailto:(b) (6), (b) (7)(C)@orionenergy.com)

From: (b) (6), (b) (7)(C)
Sent: Monday, (b) (6), (b) (7)(C) 2014 3:37 PM
To: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C) Temp Termination

Hi (b) (6), (b) (7)(C)

I was just forwarded a call from (b) (6), (b) (7)(C). (b) (6) was a QPS employee for (b) (6), (b) (7)(C) or so here and was notified this morning that (b) (6) position has ended. (b) (6) is quite frustrated/upset and wanting some answers as to why. Do you deal with the temp termination issues?

(b) (6) number is (b) (6), (b) (7)(C) if you can give (b) (6) a call back.

Thank you!!

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

DISCLAIMER: The preceding email message may contain confidential information. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and

Attached To

Employee (b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@oesx.com]
Sent: Monday, (b) (6), (b) (7)(C) 2014 11:15 AM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

FYI-from (b) (6), (b) (7)(C)

Thanks,

(b) (6), (b) (7)(C)
Orion Energy Systems, Inc.
(b) (6), (b) (7)(C)
D: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Monday, (b) (6), (b) (7)(C), 2014 10:36 AM
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)

It wasn't that (b) (6) just missed. (b) (6) was late very frequently. I have the text messages in my phone and below are the dates in which (b) (6) was late.

(b) (6), (b) (7)(C) was late by over 40 minutes. No reason behind coming

in late just shrugged it off.

(b) (6), (b) (7)(C) called in (b) (6) would not make it in (b) (6) wasn't feeling well.

(b) (6), (b) (7)(C) was over 1 hour late.

September 22, I spoke with (b) (6) about not coming in late and being a temp (b) (6) needs to be on time every day and not miss any more work.

(b) (6), (b) (7)(C) Used the excuse that no one told (b) (6) our hours switched (b) (6) was 2 hours late. We did not pursue getting rid of (b) (6) because I wanted to be sure that this wasn't a result of our miscommunication.

(b) (6), (b) (7)(C) Was 40 minutes late to work got stuck at 8th street bridge.

(b) (6), (b) (7)(C) Was over 2 hours late for work.

This is when we started training others to fill (b) (6) position as we cannot keep employees that are consistently late for work.

(b) (6) has also left early on numerous occasions. The other times (b) (6) called in I cannot verify, (b) (6) cards should prove that as we did not pay (b) (6) for the days (b) (6) missed. Along with all of this when (b) (6) was working by (b) (6), (b) (7)(C) would have issues with being able to find (b) (6) letting me know that some (b) (6), (b) (7)(C) would be missing for more than 3 hours this was all reported to me by (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is all verified through (b) (6) text messages to me. I also have emails from our (b) (6), (b) (7)(C) asking me to contact (b) (6) because (b) (6) was missing for more than 2 hours.

If you need any more information please let me know I can dig up the old emails.

Thanks,

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Monday, (b) (6), (b) (7)(C), 2014 10:03 AM
To: (b) (6), (b) (7)(C)
Subject: Fwd: (b) (6), (b) (7)(C)

Any information would be helpful

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C) @qpsemployment.com>
Date: (b) (6), (b) (7)(C) 2014 at 10:01:11 AM CST
To: (b) (6), (b) (7)(C) @oesx.com>
Subject: RE: (b) (6), (b) (7)(C)
Hi (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) has been notified. (b) (6) was very angry and wants to know what specific days (b) (6) missed.

I did advise (b) (6) to not return to the facility or contact you for any reason.

(b) (6), (b) (7)(C)

QPS Employment Group
824 Washington St.
Manitowoc, WI 54220
920-769-1002 (main) 920-769-1001 (fax)
www.qpsemployment.com

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

CONFIDENTIALITY NOTICE: This electronic mail transmission and any attachments may contain confidential and legally protected information intended solely for the use of the above named recipient(s). If you are not the intended recipient, be advised that any review, copying, disclosure, distribution or any other use is strictly prohibited. If you have received this message in error, please immediately notify the sender and then promptly delete this communication from your system.

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@oesx.com]
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 2:28 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

Please remove after this week is completed.

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 2:21 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

FYI

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C), 2014 1:33 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: Re: (b) (6), (b) (7)(C)

Absolutely not (b) (6) has not been showing up for work. After discussing this with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) we would like to remove (b) (6), (b) (7)(C) from Orion

after this week. (b) (6) has had 2 call ins and (b) (6) has called in late or left early every week since (b) (6) has been in (b) (6), (b) (7)(C). This is why I asked for the another person or (b) (6), to train.

Thanks,

(b) (6), (b) (7)(C)

Sent from my iPhone

On (b) (6), (b) (7)(C) 2014, at 1:20 PM, (b) (6), (b) (7)(C) @oesx.com> wrote:
Keep (b) (6), at (b) (6) current wage?

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C) 2014 1:20 PM
To: (b) (6), (b) (7)(C)
Subject: Re: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) once a week for 30-45 minutes. (b) (6) mainly does (b) (6), (b) (7)(C)

Thanks,

(b) (6), (b) (7)(C)

Sent from my iPhone

On (b) (6), (b) (7)(C) 2014, at 1:16 PM, (b) (6), (b) (7)(C) @oesx.com> wrote:
So is this a full time move, on need basis? I need to know if (b) (6) should be earning the increase.

(b) (6), (b) (7)(C)

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) (7)(C) 2014 1:16 PM
To: (b) (6), (b) (7)(C)
Subject: Re: (b) (6), (b) (7)(C)

Yes (b) (6) is doing some (b) (6), (b) (7)(C) only once in awhile though.

Thanks,

(b) (6), (b) (7)(C)

Sent from my iPhone

On (b) (6), (b) (7)(C) 2014, at 1:07 PM, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@oesx.com> wrote:

(b) (6), (b) (7)(C)
Please advise.

Thanks.

(b) (6), (b) (7)(C)
Orion Energy Systems, Inc.

(b) (6), (b) (7)(C)

D: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
[mailto:(b) (6), (b) (7)(C)@qpsemployment.com]
Sent: Wednesday, (b) (6), (b) (7)(C) 2014 1:07 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C)

Hello-

(b) (6), (b) (7)(C) let us know that (b) (6), (b) (7)(C) was moved to (b) (6), (b) (7)(C) as of (b) (6), (b) (7)(C). Could you confirm? If so we will need to pay (b) (6), (b) (7)(C) and compensate the difference since then.

Thank you.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [REDACTED]@oesx.com]
Sent: Monday, (b) (6), (b) (7)(C) 2014 3:57 PM
To: (b) (6), (b) (7)(C) [REDACTED]
Subject: FW: (b) (6), (b) (7)(C) - Temp Termination

(b) (6), (b) (7)(C) [REDACTED]

Please speak with (b) (6), (b) (7)(C) [REDACTED] and discuss the situation below. (b) (6) [REDACTED] should not be calling Orion.

Thanks,

(b) (6), (b) (7)(C) [REDACTED]

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C) [REDACTED]

D: (b) (6), (b) (7)(C) [REDACTED]

(b) (6), (b) (7)(C) [REDACTED]@oesx.com | <http://www.oesx.com>

From: (b) (6), (b) (7)(C) [REDACTED]
Sent: Monday, (b) (6), (b) (7)(C) 2014 3:37 PM
To: (b) (6), (b) (7)(C) [REDACTED]
Subject: (b) (6), (b) (7)(C) - Temp Termination

Hi (b) (6), (b) (7)(C) [REDACTED]

I was just forwarded a call from (b) (6), (b) (7)(C) [REDACTED]. (b) (6) [REDACTED] was a QPS employee for (b) (6), (b) (7)(C) [REDACTED] or so here and was notified this morning that (b) (6) [REDACTED] position has ended. (b) (6) [REDACTED] is quite frustrated/upset and wanting some answers as to why. Do you deal with the temp termination issues?

(b) (6) [REDACTED] number is (b) (6), (b) (7)(C) [REDACTED] if you can give (b) (6) [REDACTED] a call back.

Thank you!!

(b) (6), (b) (7)(C) [REDACTED]

Orion Energy Systems, Inc.

(b) (6), (b) (7)(C) [REDACTED]

D: (b) (6), (b) (7)(C) [REDACTED]

(b) (6), (b) (7)(C) [REDACTED]@oesx.com | www.oesx.com

On (b) (6), (b) (7)(C) 2014, at 1:07 PM, (b) (6), (b) (7)(C) @oesx.com> wrote;

(b) (6), (b) (7)(C)
Please advise.

Thanks
(b) (6), (b) (7)(C)
Orion Energy Systems, Inc.
(b) (6), (b) (7)(C)
D: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) @oesx.com | <http://www.oesx.com>

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 14

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
[mailto:(b) (6), (b) (7)(C)@qpsemployment.com]
Sent: Wednesday, (b) (6), (b) (7)(C) 2014 1:07 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C)

Hello-

(b) (6), (b) (7)(C) let us know that (b) (6) was moved to (b) (6), (b) (7)(C) as of (b) (6). Could you confirm? If so we will need to pay (b) (6), (b) (7)(C) and compensate the difference since then.

Thank you.

(b) (6), (b) (7)(C)

QPS Employment Group
824 Washington St.
Manitowoc, WI 54220
920-769-1002 (main) 920-769-1001 (fax)
www.qpsemployment.com

(b) (6), (b) (7)(C)



SS # (b) (6), (b) (7)(C)

UI LO #: (b) (6)
UI Acct. #: (b) (6), (b) (7)(C)

DETERMINATION

QPS EMPLOYMENT GROUP INC
STE 185
250 N PATRICK BLVD
BROOKFIELD WI 53045-5826



(b) (6), (b) (7)(C)

Issue Week: (b) (6), (b) (7)(C) /14	Applicable
Week Ending: (b) (6), (b) (7)(C) /14	Wisconsin Law: 108.04(5)

FINDINGS AND DETERMINATION OF THE DEPUTY:

THE EMPLOYEE WAS NOT DISCHARGED.

THE DEPARTMENT WAS NOTIFIED THAT THE EMPLOYER DISCHARGED THE
EMPLOYEE. HOWEVER, FOR UNEMPLOYMENT INSURANCE PURPOSES, IT IS
DETERMINED THAT THE EMPLOYEE WAS NOT DISCHARGED.

THE EMPLOYEE NOTIFIED THE DEPARTMENT DURING (b) (6), (b) (7)(C) INITIAL CLAIM THAT (b) (6), (b) (7)(C) WAS
DISCHARGED. THE EMPLOYER REPORTED THAT THE EMPLOYEE WAS DISCHARGED AFTER
(b) (6), (b) (7)(C) CONTACTED THEIR CLIENT WITHOUT PERMISSION.

THE EMPLOYEE WAS ALREADY LAID OFF DUE TO LACK OF WORK WHEN (b) (6), (b) (7)(C) WAS REMOVED
FROM AN ASSIGNMENT. THE EMPLOYEE WAS NOT OFFERED ANOTHER ASSIGNMENT
IMMEDIATELY, AND THEREFORE THE EMPLOYMENT RELATIONSHIP DID NOT CONTINUE TO
WHEN THE EMPLOYER INFORMED THE EMPLOYEE THAT (b) (6), (b) (7)(C) WAS TERMINATED.

EFFECT

BENEFITS ARE ALLOWED.

BENEFITS ARE ALLOWED WITH RESPECT TO THIS ISSUE ONLY. ACTUAL PAYMENT OF
BENEFITS WILL DEPEND ON THE RESOLUTION OF ANOTHER ISSUE.

DEPUTY	DATE MAILED	DECISION FINAL UNLESS A WRITTEN APPEAL IS RECEIVED OR POSTMARKED BY:
ADJUDICATOR (b) (6), (b) (7)(C)	12/10/14	12/26/14

THIS INFORMATION IS IMPORTANT TO BOTH PARTIES AND SHOULD BE READ IMMEDIATELY

This determination resolves an unemployment eligibility issue. If you have questions about this determination or problems filing weekly claims, **contact a Claims Specialist at:**

	Claimant	Employer	Madison Benefit Center	Milwaukee Benefit Center
Local Madison Calls	232-0824	232-0633	P.O. Box 8978	P.O. Box 09999
Local Milwaukee Calls	438-7713	438-7705	Madison, WI 53708-8978	Milwaukee, WI 53209-0999
Toll Free Calls	1-800-494-4944	1-800-247-1744	FAX: 608-232-0940	FAX: 414-438-2100

If you intend to appeal, you must file an appeal by the date stated on the front side of this determination regardless of whether you have been unable to reach the department by telephone or mail.

If you are the employer and benefits are allowed by this determination, benefits may be charged to your individual UI account unless you receive specific notice that benefits are to be charged to the fund's balancing account, which does not result in an individual employer's account being charged. If a subsequent decision finds the claimant ineligible, benefits paid may be credited to the employer's UI account. **If you have questions about employer charges or want to notify the department of an additional issue(s), contact a Claims Specialist (see above).**

HOW TO FILE AN APPEAL

IF YOU DISAGREE WITH THIS DETERMINATION, YOU HAVE THE RIGHT TO FILE AN APPEAL. An appeal is a request for a hearing before an Administrative Law Judge. You should submit a separate request for each determination you want to appeal.

- * An appeal must be in writing and state that it is an appeal to the determination and should:
- * Indicate whether it is a claimant or employer appeal
- * Include the claimant's name and Social Security number
- * Identify the determination by its 9-digit ID number located in the upper left-hand corner **and**, unless the appeal is filed on-line, include a copy of the determination
- * Identify the name of the employer **and** where the work was performed, if different from the address on the determination
- * Provide your attorney or agent's name and address (if you are represented), and include dates when you, your attorney, agent, or witness(es) are not available for a hearing as postponements cannot always be granted
- * Indicate any special needs, i.e., accommodations you may need as a result of a disability or a hearing office-supplied interpreter (language or sign)
- * Be signed and dated by you, your agent or attorney, unless filed on-line

To be timely, your appeal **must** be received or postmarked by the last appeal date shown on the front of this determination. An appeal by **FAX or Internet must be received by midnight (central time) on the last appeal date.** A claimant in another state may file an appeal at the nearest public employment office. An appeal filed on-line will be received and processed sooner than an appeal filed by mail.

Any appeal that is **received or postmarked after the deadline** must include the reason(s) why you are filing a late appeal. The Administrative Law Judge, or ALJ, will determine whether a hearing will be held or will dismiss the appeal without a hearing and the initial determination will remain the final disposition of the case.

WHERE TO FILE AN APPEAL

ON-LINE: <http://dwd.wisconsin.gov/uibola/onlineappeal.htm>

**MAIL: FOX VALLEY HEARING OFFICE
54 PARK PLACE, STE 800
APPLETON, WI 54914**

FAX: (920) 832-5434

IMMEDIATELY START PREPARING FOR A HEARING SINCE HEARING NOTICES MAY BE MAILED ONLY 6 DAYS PRIOR TO THE SCHEDULED HEARING. Collect documents and evidence and identify witness(es) that you need for the hearing. If you are going to be represented, contact the hearing office with the name and address of the representative. The department does not provide attorneys or agents to represent parties at hearings.

When an appeal is filed, the parties involved will be sent a pamphlet on the appeal process. You may also read the pamphlet on-line at <http://dwd.wisconsin.gov/dwd/publications/ui/hearing.htm>. **Read all information carefully.**

If you are the claimant, you must continue to file weekly claims while this determination is under appeal. If this determination denies benefits and is reversed as a result of the appeal, you will be eligible for benefits for the week(s) at issue only if you filed a claim for such week(s). If you stopped claiming and wish to reopen your claim, please refer to the Claimant Handbook (UCB-10-P). If benefits are allowed by this determination and you are otherwise eligible, benefit payments may continue while the appeal is pending. If a subsequent decision finds you ineligible, you may be required to repay benefits and the employer's UI account may be credited.



United States Government

NATIONAL LABOR RELATIONS BOARD

Sub-Region 30

310 West Wisconsin Avenue – Suite 450W
Milwaukee, WI 53203-2211

Telephone (414)297-3870
FAX (414)297-3880
www.nlr.gov

December 29, 2014

(b) (6), (b) (7)(C)

Re: QPS Employment

Dear (b) (6), (b) (7)(C)

Thank you for sending in the unemployment determination as requested. I have made a copy for our files and am returning the original document back to you.

Very truly yours,

A handwritten signature in blue ink, reading "Renée M. Medved".

Renée M. Medved
Attorney

From: [Kruzel, Steven M. \(MKE x1645\)](#)
To: [Medved, Renee M.](#)
Cc: [Duffy, Robert H. \(MKE x1647\); "NWojtal"](#)
Subject: QPS Supplemental Position Statement [QBLLP-ACTIVE.FID37749518]
Date: Tuesday, January 6, 2015 4:14:49 PM
Attachments: [QPS Supplemental Position Statement.pdf](#)

Hi Ms. Medved,

Attached you will find QPS's supplemental position statement, which includes the additional information you requested from QPS.

Please do not hesitate to contact me should you have any other questions.

Thanks,
Steve

Steven Kruzel

Attorney, Associate

Quarles & Brady LLP

411 East Wisconsin Avenue

Suite 2350

Milwaukee, Wisconsin 53202-4426

www.quarles.com

P: (414) 277-5000

F: (414) 271-3552

Steven.Kruzel@quarles.com

CONFIDENTIALITY NOTICE: This electronic mail transmission and any attachments are confidential and may be privileged. They should be read or retained only by the intended recipient. If you have received this transmission in error, please notify the sender immediately and delete the transmission from your system.



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

Writer's Direct Dial: 414-277-5645
Writer's Fax: 414-978-8863
E-Mail: Steven.Kruzel@quarles.com

January 6, 2015

Renée M. Medved
National Labor Relations Board
310 West Wisconsin Avenue, Suite 450W
Milwaukee, WI 53203

RE: Complainant: (b) (6), (b) (7)(C)
Respondent: QPS Employment Group
Case No.: 18-CA-141861

Dear Ms. Medved:

This supplemental position statement is provided on behalf of QPS Employment Group ("QPS") in response to your request that QPS provide the name of the individual Orion Energy Systems ("Orion") trained to fill (b) (6), (b) (7)(C) assignment at Orion and that it provide (b) (6), (b) (7)(C) time cards from (b) (6), (b) (7)(C) assignment at Orion.

I. Response to NLRB's Additional Requests:

A. Orion Trained (b) (6), (b) (7)(C) To Fill (b) (6), (b) (7)(C) Assignment

Orion reported to QPS that it trained (b) (6), (b) (7)(C) to fill (b) (6), (b) (7)(C) assignment. Orion also shared with QPS that before (b) (6), (b) (7)(C) assumed (b) (6), (b) (7)(C) duties, (b) (6), (b) (7)(C) was responsible for (b) (6), (b) (7)(C) and for (b) (6), (b) (7)(C) as part of (b) (6), (b) (7)(C) assignment at Orion. In (b) (6), (b) (7)(C) current assignment at Orion, (b) (6), (b) (7)(C) is responsible for both (b) (6), (b) (7)(C) in the (b) (6), (b) (7)(C) and the (b) (6), (b) (7)(C) duties that (b) (6), (b) (7)(C) took over from (b) (6), (b) (7)(C).

B. (b) (6), (b) (7)(C) Time Cards From Orion

In response to your second request, enclosed are copies of (b) (6), (b) (7)(C) time cards which Orion shared with QPS. As it relates to (b) (6), (b) (7)(C) time cards, QPS did not review (b) (6), (b) (7)(C) time cards until it requested them from Orion in response to your request for this information. Because of the longstanding relationship between QPS and Orion, Orion uses a client portal which simply includes the total weekly hours of

each QPS employee, which QPS then uses to complete its payroll. Unless an issue is brought to QPS's attention which requires QPS to review an employee's time cards, QPS does not receive or review its employees' time cards from Orion.

Upon obtaining (b) (6), (b) (7)(C) time cards from Orion for this investigation, QPS noticed what appeared to be discrepancies between the time cards and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) e-mail documenting (b) (6), (b) (7)(C) attendance issues. As a result, QPS contacted Orion about the possible discrepancies. Orion shared with QPS that (b) (6), (b) (7)(C) time cards would not demonstrate whether (b) (6), (b) (7)(C) was tardy because they do not reflect the multiple changes in (b) (6), (b) (7)(C) shift start times. Orion explained to QPS that during its "rush" periods, Orion supervisors often alter shift start times so that Orion can timely fill all of its orders. Because (b) (6), (b) (7)(C) assignment spanned multiple rush periods at Orion, Orion reported that (b) (6), (b) (7)(C) time cards cannot show whether (b) (6), (b) (7)(C) arrived at the times (b) (6), (b) (7)(C) implemented for specific shifts.

As outlined in its initial position statement, QPS removed (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment at Orion because of Orion's request that it do so. Orion provided QPS multiple e-mails substantiating its view that (b) (6), (b) (7)(C) failed to meet its attendance and workplace expectations, including that (b) (6), (b) (7)(C) was frequently absent from (b) (6), (b) (7)(C) work area even after arriving at work. QPS removed (b) (6), (b) (7)(C) pursuant to Orion's request and did not rely—at any time—on (b) (6), (b) (7)(C) time cards in removing (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment.

Conclusion

QPS fully complied with the NLRA in all of its actions relevant to (b) (6), (b) (7)(C). QPS removed (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment at Orion, based upon Orion's report—substantiated through e-mails Orion sent QPS—which demonstrate that (b) (6), (b) (7)(C) failed to comply with Orion's attendance and workplace expectations. Pursuant to QPS policy, QPS immediately removed (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment at Orion because Orion requested that it do so.

Neither at the time QPS removed (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) assignment at Orion nor up to this day is QPS aware of (b) (6), (b) (7)(C) engaging in any protected activity under the NLRA. Further, as described in further detail in its initial position statement, QPS later discharged (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) blatantly violated its workplace rule and specific direction from (b) (6), (b) (7)(C) not to contact Orion about its decision to end (b) (6), (b) (7)(C) assignment.

For all of these reasons, as well as those outlined in its initial position statement, QPS respectfully requests that the NLRA complete its investigation and dismiss (b) (6), (b) (7)(C) charge.

Please do not hesitate to contact me should you require any additional information.

Renée M. Medved
January 6, 2015
Page 3

Very truly yours,

QUARLES & BRADY LLP



Steven M. Kruzel

SKRUZEL (b) (6), (b) (7)

Case Name: QPS Employment Services
Case No.: 18-CA-141861
Agent: Renee M. Medved

CASEHANDLING LOG

Date	Person Contacted	Method of Contact	Description of Contact or Activity
12-2-14	(b) (6), (b) (7)(C) (Charging Party)	Phone	Called and spoke with (b) (6), (b) (7)(C) Got basic info concerning charge. (b) (5), (b) (6), (b) (7)(C) (b)(5),(b) (6), (b) (7)(C)
12-3-14	(b) (6), (b) (7)(C) (Charged Party)	Phone	Introduced myself; explained reason for call; (b) (5), (b) (6), (b) (7)(C)
12-4-14	Neil Wojtal	Phone	ER counsel. (b) (5), (b) (6), (b) (7)(C) nwojtal@qpsemployment.com
(b) (6), (b) (7)(C)-14	(b) (6), (b) (7)(C)	Person	(b) (6), (b) (7)(C), (b) (7)(D)
12-9-14	Neil	Email	Sent letter requesting evidence.
12-12-14	Steve Krusel	Phone	Retained by QPS (from Quarles and Brady). (b) (5), (b) (6), (b) (7)(C) His phone number is 414-277-5645

Date	Person Contacted	Method of Contact	Description of Contact or Activity
12-15-14	(b) (6), (b) (7)(C)	Phone	Called (b) (5), (b) (6), (b) (7)(C) [REDACTED]
12-16-14	Steve	Phone	Spoke to Steve. (b) (5), (b) (6), (b) (7)(C) [REDACTED]
12-23-14	Steve	Phone	Called. (b) (5), (b)(6), (b) (7)(C) [REDACTED] He said he would get back to me on Monday.
12-29-14	Steve	phone	Steve left message stating that he was working on it; (b) (5) [REDACTED]
12-30-14	(b) (6), (b) (7)(C)	Phone	Spoke to (b) (6), (b) (7)(C) (b) (5), (b) (6), (b) (7)(C) [REDACTED]
12-31-14	Phone	ER attorney	Called to say having difficulty getting time records due to holiday; should have them by Monday.

Date	Person Contacted	Method of Contact	Description of Contact or Activity
1-5-15	Phone	(b) (6), (b) (7)(C)	LM for (b) (6), (b) (7)(C).
1-5-15	Phone	ER attorney	Called to check in on progress (b) (5), (b)(6), (b) (5)
1-6-15	Phone	(b) (6), (b) (7)(C)	LM for (b) (6), (b) (7)(C)
See memo to file re: contact with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)			
1-21-15	Phone	Charging Party	LM for Charging Party (b) (5) (b) (5)
1-22-15	Phone	Charging Party	LM for Charging Party (b) (5) (b) (5)
1-23-15	Phone	Charging party	LM: Charging Party called me back. (b) (5), (b) (6), (b) (7)(C)
1-27-15	Phone	Charging party	Called (b) (6), (b) (7)(C) as I had not heard from (b) (6), (b) (7)(C) on Monday. (b) (5), (b) (6), (b) (7)(C) (b) (5), (b) (6), (b) (7)(C) (b) (5), (b) (6), (b) (7)(C) (b) (5)

ORAL WITHDRAWAL REQUEST

On January 28, 2015, (b) (6), (b) (7)(C) made an oral request to withdraw the charge in 18-CA-141861 (QPS Employment Services). On December 1, 2014, the Charging Party filed a charge alleging the Employer violated Section 8(a)(1) by terminating (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) protected concerted activity. (b) (5), (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

Therefore, in accordance with OM Memorandum 95-9, this verbal withdrawal request is submitted for your approval.

Withdrawal Request Approved:

By: Bejon Maddy / PC
Regional Director

Dated Approved a/ka/
CLOSING DATE:

1/28/15

Withdrawalrequestform-oral

Document1



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30
310 W Wisconsin Ave Ste 450W
Milwaukee, WI 53203-2246

Agency Website: www.nlr.gov
Telephone: (414)297-3861
Fax: (414)297-3880

January 28, 2015

QPS EMPLOYMENT SERVICES
824 WASHINGTON ST
MANITOWOC, WI 54220-4537

Re: QPS Employment Services
Case 18-CA-141861

Dear Sir or Madam:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

MARLIN O. OSTHUS
Regional Director

By: /s/ Benjamin Mandelman

BENJAMIN MANDELMAN
Officer in Charge

cc: (b) (6), (b) (7)(C)

